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DP23

#18
11/6/03
AWIN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Lane W. Lee; Michael B. Propps

Assignee: DPHI Acquisitions. Inc.

Title: Method And Apparatus For Emulating Read/Write File System On A Write-Once Storage Disk

Serial No.: 09/583,133 Filing Date: May 30, 2000

Examiner: Pradumn K. Raina Group Art Unit: 2177

Docket No.: M-8377 US

COMMISSIONER FOR PATENTS
Washington, D.C. 20231

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST

Sir:

The above-identified assignee, hereby revokes all powers of attorney previously given and appoints the attorney(s) and/or agent(s) identified below to prosecute the above-identified application and to transact all business in the United States Patent and Trademark Office in connection therewith:

Customer No. 32605

Please address all correspondence and telephone calls regarding this application to:

Theodore P. Lopez
MacPherson Kwok Chen & Heid LLP
2001 Gateway Place, Suite 195E
San Jose, CA 95110
Phone: (949) 752-7040
Fax: (408) 392-9262

ASSIGNEE CERTIFICATION UNDER 37 CFR 3.73(B)

The undersigned representative of the above-identified assignee certifies that the above-identified assignee is the assignee of the entire right, title and interest in the above-identified

patent application/patent by virtue of a chain of title from the inventor(s) of the above-identified patent application/patent to the above-identified assignee as shown below:

1. From: Lane W. Lee To: DataPlay, Inc.
2. From: Michael B. Propps To: DataPlay, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel 010853 Frame 0018. A copy of the document is attached.

3. From: DataPlay, Inc. To: Silicon Valley Bank

The document was recorded in the United States Patent and Trademark Office at Reel 012493 Frame 0423. A copy of the document is attached.

4. From: Silicon Valley Bank To: DPHI Acquisitions, Inc.

A copy of the assignment document being attached hereto.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the above-identified assignee.

Date: 4/15/03

DPHI Acquisitions, Inc.

By: Jeffrey L. Roberts
(Signature)

Name: William J. Almon, Jr.

Title: President & CEO

JEFFREY L. ROBERTS
DIRECTOR, FINANCE



M-8377 US
UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

AUGUST 08, 2000

PTAS

SKJERVEN, MORRILL, MACPHERSON, ET AL.
MARY JO BERTANI
25 METRO DRIVE
SUITE 700
SAN JOSE, CA 95110



UNITED STATES PATENT AND TRADEMARK OFFICE
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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 05/30/2000

REEL/FRAME: 010853/0018
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

LEE, LANE W.

DOC DATE: 05/25/2000

ASSIGNOR:

PROPPS, MICHAEL B.

DOC DATE: 05/25/2000

ASSIGNEE:

DATAPLAY, INC.
6200 LOOKOUT ROAD
BOULDER, COLORADO 80301

SERIAL NUMBER: 09583133
PATENT NUMBER:FILING DATE: 05/30/2000
ISSUE DATE:

SEDLEY PYNE, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

06-19-2000.

KEY DOCKET NO: M-8377 US

REC

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101384196

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

(a) Lee, Lane W.

(b) Propps, Michael B.

(c)

Additional name(s) of conveying party(ies) attached?

☐ Yes☒ No

2. Name and address of receiving party(ies):

Name: DataPlay, Inc.Street Address: 6200 Lookout RoadCity: BoulderState: COZip: 80301Country: United States

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Execution Date: May 25, 2000

Name and address of receiving party(ies):

Name: _____

Street Address: _____

City: _____

State: _____

Zip: _____

Country: _____

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: May 25, 2000

A. Patent Application No.(s) -

Title: Method And Apparatus For Emulating Read/Write File
System On A Write-Once Data Storage Disk

B. Patent No.(s)

Additional numbers attached?

☐ Yes☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mary Jo BertaniInternal Address: SKJERVEN, MORRILL, MacPHERSON,FRANKLIN & FRIEL LLPStreet Address: 25 METRO DRIVE, SUITE 700City SAN JOSEState CAZIP 951106. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

☒ Authorized to be charged to Deposit Account 19-2386☒ Charge Deposit Account 19-2386 for any additional fees required for this conveyance and credit deposit account 19-2386 any amounts overpaid

06/19/2000 ASCOTT 00000034 192386 09503133

01 FC:581 40.00 CH

DO NOT USE THIS SPACE

8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mary Jo Bertani

Name of Person Signing

42,321

Signature

5-30-00

Date

Total number of pages comprising cover sheet: 1

Attorney Docket No.: M-8377 US

ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, we

Lane W. Lee	of	Lafayette, Colorado
Michael B. Propps	of	Loveland, Colorado

hereby sell, assign and transfer to DataPlay, Inc., a Delaware corporation, having a place of business at 6200 Lookout Road, Boulder, Colorado 80301, its successors and assigns, the entire right, title and interest throughout the world in our invention in

Method And Apparatus For Emulating Read/Write File System On A Write-Once Data Storage Disk

for which we have executed a United States patent application on or about the date of this assignment, and all patent applications and patents of every country for said invention, including divisions, reissues, continuations and extensions thereof, and all rights of priority resulting from the filing of said applications; we authorize the above-named assignee to apply for patents of foreign countries for said invention, and to claim all rights of priority without further authorization from us; we agree to execute all papers useful in connection with said United States and foreign applications, and generally to do everything possible to aid said assignee, their successors, assigns and nominees, at their request and expense, in obtaining and enforcing patents for said invention in all countries; and we request the Commissioner of Patents and Trademarks to issue all patents granted for said invention to the above-named assignee, its successors and assigns.

Executed this 25 day of May, 2000.


Lane W. Lee

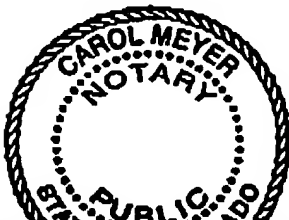
State of Colorado)

County of Boulder)

ss.

On 5-25-00 before me, CAROL MEYER

personally appeared Lane W. Lee personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.


SIGNATURE OF NOTARY

Executed this 25th day of May, 2000.

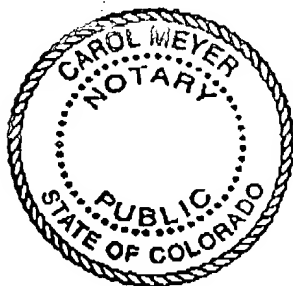
Michael B. Propps
Michael B. Propps

State of Colorado)

County of Boulder) ss.

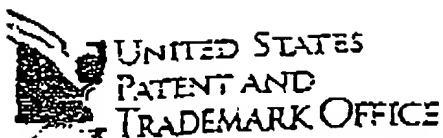
On 5-25-00 before me, CAROL MEYER
personally appeared Michael B. Propps personally known to me or proved to me on the basis
of satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

WITNESS my hand and official seal.



My Commission Expires 07/29/2002

Carol Meyer
SIGNATURE OF NOTARY



ARCE 20. 2002

PTAS

 Chief Information Officer
 Washington, DC 20231
 www.uspto.gov

 SILICON VALLEY BANK
 SHANNON HUBBARD
 LOAN DOCUMENTATION HA155
 3003 TASMAN DR.
 SANTA CLARA, CA 95054


101971997A

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-1, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/29/2002

 REEL/FRAME: 012493/0423
 NUMBER OF PAGES: 12

BRIEF: SECURITY AGREEMENT

 ASSIGNOR:
 DATAPLAY, INC.

DOC DATE: 12/20/2001

 ASSIGNEE:
 SILICON VALLEY BANK
 3003 TASMAN DR.
 LOAN DOCUMENTATION HA155
 SANTA CLARA, CALIFORNIA 95054

 SERIAL NUMBER: 09315393 *
 PATENT NUMBER:

 FILING DATE: 05/20/1999
 ISSUE DATE:

 SERIAL NUMBER: 09753156 *
 PATENT NUMBER:

 FILING DATE: 03/15/2001
 ISSUE DATE:

 SERIAL NUMBER: 09753109 *
 PATENT NUMBER:

 FILING DATE: 12/29/2000
 ISSUE DATE:

 SERIAL NUMBER: 09527982 *
 PATENT NUMBER:

 FILING DATE: 03/17/2000
 ISSUE DATE:

2009159

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1100103295

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1100078222

1100103854

EXHIBIT B

012093/0420 PAGE 2

SERIAL NUMBER: 09721587
PATENT NUMBER:✓ FILING DATE: 11/21/2000 M-8531-1D
ISSUE DATE:SERIAL NUMBER: 09393899
PATENT NUMBER:✓ FILING DATE: 09/10/1999 M-8532
ISSUE DATE:SERIAL NUMBER: 09393150
PATENT NUMBER:✓ FILING DATE: 09/10/1999
ISSUE DATE:

✓ M-8534

SERIAL NUMBER: 09652975
PATENT NUMBER:✓ FILING DATE: 08/31/2000
ISSUE DATE:

M-9802

SERIAL NUMBER: 09548128
PATENT NUMBER:✓ FILING DATE: 04/12/2000
ISSUE DATE:

M-8746

SERIAL NUMBER: 09560781
PATENT NUMBER:FILING DATE: 04/28/2000
ISSUE DATE:

M-8778

SERIAL NUMBER: 09457104
PATENT NUMBER:FILING DATE: 12/07/1999
ISSUE DATE:

M-8535

SERIAL NUMBER: 09489084
PATENT NUMBER:FILING DATE: 01/21/2000
ISSUE DATE:

M-8532-1P

SERIAL NUMBER: 09557284
PATENT NUMBER:✓ FILING DATE: 04/24/2000
ISSUE DATE:

M-8745

SERIAL NUMBER: 09854333
PATENT NUMBER:FILING DATE: 05/11/2001
ISSUE DATE:

M-9998-1P

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PATENT NUMBER:FILING DATE: 03/31/2000
ISSUE DATE:

M-8535-1P

SERIAL NUMBER: 09544370
PATENT NUMBER:FILING DATE: 04/06/2000
ISSUE DATE:

M-8383

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PATENT NUMBER:✓ FILING DATE: 04/19/2000
ISSUE DATE:

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ISSUE DATE:

M-8374

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PATENT NUMBER:FILING DATE: 03/31/2000
ISSUE DATE:

M-8375

SERIAL NUMBER: 09583448
PATENT NUMBER:FILING DATE: 05/30/2000
ISSUE DATE:

M-8378

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PATENT NUMBER:FILING DATE: 04/03/2000
ISSUE DATE:

M-8379

SERIAL NUMBER: 09533390
PATENT NUMBER:FILING DATE: 05/30/2000
ISSUE DATE:

M-8381

011493/1423 PAGE 3

REAL NUMBER: 09542510
 TENT NUMBER:

SERIAL NUMBER: 09583133
 PATENT NUMBER:

SERIAL NUMBER: 09583452
 PATENT NUMBER:

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 PATENT NUMBER: 09/20/2000
 09/20/2000

SERIAL NUMBER: 09764042
 PATENT NUMBER:

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 PATENT NUMBER:

FILING DATE: 04/03/2000
 ISSUE DATE:

FILING DATE: 05/30/2000
 ISSUE DATE:

FILING DATE: 05/30/2000
 ISSUE DATE:

FILING DATE: 01/25/2001
 ISSUE DATE:

FILING DATE: 10/04/2000
 ISSUE DATE:

✓ FILING DATE: 10/04/2000
 ISSUE DATE:

FILING DATE: 09/29/2000
 ISSUE DATE:

FILING DATE: 12/21/2000
 ISSUE DATE:

FILING DATE: 03/21/2001
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FILING DATE: 12/21/2000
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FILING DATE: 01/16/2001
 ISSUE DATE:

FILING DATE: 12/21/2000
 ISSUE DATE:

✓ FILING DATE: 12/05/2000
 ISSUE DATE:

FILING DATE: 09/20/2000
 ISSUE DATE:

FILING DATE: 07/06/2001
 ISSUE DATE:

FILING DATE: 10/04/2000
 ISSUE DATE: 09/20/2000
 09/20/2000

FILING DATE: 01/16/2001
 ISSUE DATE:

✓ FILING DATE: 03/08/2001
 ISSUE DATE:

011695 07/08

12:03/0423 PAGE 4

SERIAL NUMBER: 09940083
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PATENT NUMBER:
SERIAL NUMBER: 09920004
PATENT NUMBER:
SERIAL NUMBER: 09872060
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SERIAL NUMBER: 09940174
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SERIAL NUMBER: 09940035
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SERIAL NUMBER: 09940026
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SERIAL NUMBER: 09939896
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SERIAL NUMBER: 09939960
PATENT NUMBER:

FILING DATE: 08/27/2001 M-9743
ISSUE DATE:
FILING DATE: 05/01/2001 M-9848
ISSUE DATE:
FILING DATE: 07/31/2001 M-11533
ISSUE DATE:
FILING DATE: 06/01/2001 M-11585
ISSUE DATE:
FILING DATE: 08/27/2001 M-12038
ISSUE DATE:
FILING DATE: 08/27/2001 M-12039
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FILING DATE: 08/27/2001 M-12040
ISSUE DATE:
FILING DATE: 08/27/2001 M-12041
ISSUE DATE:
FILING DATE: 08/27/2001 M-12042
ISSUE DATE:
FILING DATE: 08/27/2001 M-12043
ISSUE DATE:

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

03-20-03 01:14pm From HUTCHINSON BLACK and COOK, LLC

3034426593

T-826 P.02 F-873

ASSIGNMENT

This Assignment ("Assignment") is effective as of the date of execution hereof by SILICON VALLEY BANK ("SVB") having a place of business at 3003 Tasman Drive, Santa Clara, California 95054, GATX VENTURES, INC ("GATX") having a place of business at 3687 Mt. Diablo Boulevard, Suite 200, Lafayette, California 94549, and SEQUEL ENTREPRENEURS' FUND II, L.P., in its capacity as Collateral Agent ("Sequel") having a place of business at 4430 Arapahoe Avenue, Suite 220, Boulder, Colorado 80303 (SVB, GATX and Sequel hereinafter collectively referred to as "Assignors"). The rights assigned herein will be owned by DataPlay Acquisitions, Inc., a Delaware corporation, (hereinafter "Assignee"), with its principal place of business located at 2580 55th Street, Boulder, Colorado 80501.

WHEREAS, Assignors have acquired all rights, title and interest to technologies ("Technology") including, but not limited to, all versions of any software, firmware, hardware, chip layout and design, manufacturing processes, methods and system (including, without limitation, computer applications), ideas, inventions, disclosures, original works of authorship, developments, improvements, modifications, or enhancements, created, acquired and/or developed by or on behalf of DataPlay, Inc., including, without limitation, all object code and source code; all designs, drawings, specifications, models, data, algorithms, documentation, diagrams, flow charts and development plans, know-how and techniques, trade secrets and materials; all derivative works of the foregoing by whomever created (in object code, source code, or any other form and/or any media); and all tangible embodiments of the foregoing (in whatever form or media); and

WHEREAS, Assignors hereby desire to irrevocably assign to Assignee all rights, title and interest in and to the Technology.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors make the following assignment:

1. Assignors hereby irrevocably assign to Assignee all of Assignors' rights, title and interest in and to the Technology, said rights, title and interest including, but not limited to, all patent rights, copyrights, trademark rights, mask rights, trade secret rights and all other intellectual and industrial property rights anywhere in the world thereto, to have and to hold the same unto Assignee, its successors and assigns. In addition, Assignors hereby assign to Assignee and waives any and all moral rights Assignors may have in and to the Technology or any portion thereof.

2. Assignors irrevocably assign to Assignee all of Assignors' rights, title and interest in and to all patent applications and issued patents so derived from the Technology, together with any reissue, continuation, division, continuation-in-part or extension thereof, filed in the United States, as listed in Attachment A, and Internationally, as listed in Attachment B. In addition, Assignors irrevocably assign to Assignee all of Assignors' rights, title and interest in all invention disclosures as listed in Attachment C.

3. At any time, and from time to time after the date of execution of this Assignment, Assignors shall forthwith, upon Assignee's request, take any and all steps to

EXHIBIT C

03-20-03 01:14pm From HUTCHINSON BLACK and COOK, LLC

3034426583

T-826 P.03

F-873

execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights and causes of action more effectively in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

4. Assignors hereby constitute and appoint Assignee as Assignors' true and lawful attorney-in-fact, with full power of substitution in Assignors' name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Technology that may have accrued in Assignors' favor from the respective date of creation of the Technology to the date of this Assignment. Assignors hereby declare that the foregoing power is coupled with an interest and is irrevocable.

5. To the extent, if any, that Assignors retain any right, title or interest with respect to the Technology or rights in any technology or materials that would be infringed by Assignee's use, sale, offer for sale, modification, making, maintenance, support, reproduction or distribution of any of the Technology, Assignors hereby grant to Assignee an exclusive, irrevocable, perpetual, fully paid-up, royalty-free, transferable, sublicenseable, worldwide right and license to exploit and exercise all such technology and materials (i) to use, sell, offer to sell, modify, make, maintain, support, reproduce and distribute all or any portion of the Technology, including, without limitation, the making of additions to or deletions from the Technology, regardless of the medium (now or hereafter known) into which the Technology may be modified.

6. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. If any provision of this Assignment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be wholly performed within California, without regard to conflicts of laws provisions thereof.

WITHOUT LIMITING IN ANY WAY THE PROVISIONS OF THE ASSET PURCHASE AGREEMENT DATED FEBRUARY 19, 2003, BETWEEN ASSIGNORS AND ASSIGNEE, INCLUDING THE ASSIGNORS' REPRESENTATIONS AND WARRANTIES SET FORTH THEREIN, ALL OF WHICH APPLY TO THIS ASSIGNMENT AND ALL OF WHICH TERMS OF THE ASSET PURCHASE AGREEMENT ARE APPLICABLE TO THIS ASSIGNMENT AND THE CONVEYANCE EFFECTUATED PURSUANT HERETO, ASSIGNORS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE TECHNOLOGY; THE CONDITION, DESIGN, OR QUALITY OF THE TECHNOLOGY; THE FITNESS OF THE TECHNOLOGY FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE TECHNOLOGY; COMPLIANCE OF THE

03-20-83 07:16pm From HUTCHINSON BLACK and COOK, LLC

3034426593

T-826 P.04/27 F-879

TECHNOLOGY WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE TECHNOLOGY OR THE CONFORMITY OF THE TECHNOLOGY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE TECHNOLOGY; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE TECHNOLOGY. ASSIGNEE ALSO ACKNOWLEDGES THAT ASSIGNORS HAVE MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE TECHNOLOGY.

ASSIGNORS SHALL HAVE NO LIABILITY TO ASSIGNEE OR ANY PERSON WHOMSOEVER (INCLUDING LICENSEES OR PURCHASERS OF ALL OR ANY OF THE TECHNOLOGY) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE TECHNOLOGY OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE TECHNOLOGY OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM ASSIGNORS' OR ASSIGNEE'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT THE TECHNOLOGY.

Assignee acknowledges that Assignors have made no representation or warranty concerning the location of the Technology nor whether all of the Technology is in existence or operational. ASSIGNEE PURCHASES THE TECHNOLOGY AS IS AND WHERESOEVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Assignee accepts the Technology subject to the terms of this Assignment.

Assignee agrees to be responsible for all taxes, that are now existing or hereafter are incurred, assessed, or imposed on the Technology or as a result of the ownership or sale of the Technology, except as expressly provided otherwise in the Asset Purchase Agreement. Assignee hereby agrees to hold Assignors harmless from and against any and all taxes, that are now existing or are hereafter incurred, assessed or imposed on the Technology or as a result of the ownership of the Technology.

[The remainder of this page intentionally left blank]

03-20-03 01:15pm From HUTCHINSON BLACK and COOK, LLC

3034426593

T-926 P.05/27 F-873

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK

Date: 3-4-2003

Marla Johnson
Signature of Assignor

Marla Johnson, Senior Vice President
Printed Name and Title

GATX VENTURES, INC.

Date: _____

Signature of Assignor

Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.
as Collateral Agent

Date: _____

Signature of Assignor

Printed Name and Title

AUG. 21. 2003 11:31AM

MACPHERSON KWOK CHEN

NO. 240

P. 17

03-20-03 01:15pm From HUTCHINSON BLACK and COOK, LLC

3034428593

T-826 P.06/27 F-873

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK


Date: _____

Signature of Assignor

Printed Name and Title

GATX VENTURES, INC.

Date: 3-4-2003



Signature of Assignor

CARL F. SWANSON, VP

Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.
as Collateral Agent

Date: _____

Signature of Assignor

Printed Name and Title

AUG. 21. 2003 11:31AM

MACPHERSON KWOK CHEN

NO. 240

P. 18

03-20-03 01:16pm From HUTCHINSON BLACK and COOK, LLC

3034426593

T-826 P.07/27 F-873

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK

Date: _____

Signature of Assignor

Printed Name and Title

GATX VENTURES, INC.


Date: _____

Signature of Assignor

Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.
as Collateral Agent

Date: 2-5-03



Signature of Assignor

John T. Greff Manager

Printed Name and Title